



STEELMASTER BUILDINGS, LLC

International Headquarters: 1023 Laskin Road, Suite 109, Virginia Beach, VA 23451 . www.SteelMasterUSA.com
Telephone: 757-422-6800 . U.S. Toll Free: 1-800-341-7007 . Fax 800-605-0488 . www.SteelMasterEstructuras.com

Buyer's Name David Zaborowski #1 Installation Address: 42.913789, -77.318924
Install City: Canandaigua Install State: NY Install Zip: 14424 Phone: (H) (W)
Cell Phone 315-879-9222 Email: zaboski50@gmail.com County/State of Install: Ontario/NY/USA

Ship to address if different from installation: GADs to: 5457 Alfreton drive, Clay, NY, 14513

Model Q30-15 Approx. exterior specs (in feet): Width 30' Length 40' Center Height 15' Arch Gauge: 22-20

Type of Foundation* (Check One): Key Way: ☒ X C-Channel: ☐ Industrial Base: ☐ Other ☐

* Note that all orders will be designed for a standard base moment foundation certified by SteelMaster engineer unless otherwise specified on this contract

MATERIALS	YES/NO	QUANTITY	SPECIAL INSTRUCTIONS
Arches	Y	20	Galvalume Plus™ 40 Year Warranty
Front Endwall	N	0	
Sliding/Garage Door	N	0	
Rear Endwall	N	0	
Sliding/Garage Door	N	0	
Endwall Service Door (field-cut) - for Front	N	0	
Endwall Service Door (field-cut) - for Rear	N	0	
Side Service Door (field-cut)	N	0	
Trim Kits	Y	2	Deluxe Trim Kit
Fiberglass Skylight Roof	N	0	
Circular Vent	N	0	
Bolts, with washers and nuts	Y	1	Complete Set Gr 2 JS1000
Anchor Bolts	N	0	
Engineered Blueprints	Y	3	State Stamped For: NY 0 pounds of collateral load included
Construction Manual	Y	1	Included
L-Brackets	Y	1	Complete set for standard keyway/trough foundation

	Building Price	\$ 15,492.00
	Freight/Drop Fee	FREE SHIPPING
	Engineered Blueprints	Included
	Warranty	Included
	Sales/Use Tax	Not Collected
Approximate Shipping Date: June 2022	Total Price	\$ 15,492.00
For domestic shipments, balance to be paid on delivery by Certified/Cashier's Check Only. CHECKS PAYABLE TO STEELMASTER BUILDINGS	Engineering Deposit	\$ 3,500.00
<i>This order is scheduled to leave our factory in June 2022. Any delay by the Buyer will be subject to a price increase.</i>	Balance	\$ 11,992.00

- This offer made by the Buyer above named to SteelMaster Buildings, LLC (Seller) shall constitute an agreement binding upon Seller only when accepted by Seller's authorized signatory. The representative of the Seller preparing this Sales Agreement is not a signatory of the Seller and is not authorized to accept this offer of the Buyer. If this offer is not accepted by the Seller, its only obligation hereunder shall be to refund Buyer's deposit.
- SELLER AND BUYER AGREE THAT SELLER SHALL HAVE NO RESPONSIBILITY OR LIABILITY WHATSOEVER FOR THE ERECTION OF THE STRUCTURE OR STRUCTURES WHICH ARE THE SUBJECT OF THIS AGREEMENT OR FOR THE SELECTION OF A CONTRACTOR TO ERECT THE STRUCTURE OR STRUCTURES, THAT SELLER SHALL BE UNDER NO LIABILITY WHATSOEVER TO BUYER FOR ANY LOSS OR DAMAGE SUSTAINED BY BUYER AS A RESULT OF OR IN CONNECTION WITH THE ERECTION OF THE BUILDING, THE CONCRETE WORK IN CONNECTION WITH THE ERECTION OF THE BUILDING, AND SOIL CONDITIONS OF THE SITE. BUYER HEREBY RELEASES SELLER FROM ALL CLAIMS, DAMAGES, EXPENSES, AND LIABILITIES OF EVERY KIND AND NATURE ARISING OUT OF THE ERECTION OF THE BUILDING, THE CONCRETE WORK IN CONNECTION WITH THE ERECTION OF THE BUILDING, AND SOIL CONDITIONS OF THE SITE WHETHER DONE BY BUYER OR A THIRD PARTY.
- Seller is in no way responsible for damage that may result to a buried building unless the building has specifically been designed for this purpose as clearly indicated on this Contract.
- This order is subject to price increases if delivery of building is more than 30 days after approximate shipping date.
- THIS ORDER IS SUBJECT TO THE TERMS AND CONDITIONS ON THE FACE AND PAGE TWO HEREOF INCLUDING THOSE LIMITING WARRANTIES AND REMEDIES READ BEFORE SIGNING.
- Buyer hereby acknowledges receipt of a completed copy of this agreement and agrees to all the terms herein contained, including the terms on page two hereof.
- Buyer is responsible for all applicable sales taxes, customs duties, and other charges for the importation of any buildings, regardless of whether such charges are set forth in this Contract.
- Buyer may not issue instructions to delay manufacturer and/or shipment of the material.
- Unless otherwise specified, materials will be delivered via flat bed truck. Buyer is responsible for unloading of truck and must pay driver balance due prior to unloading material.
- Buyer agrees that this agreement constitutes a custom order and all sales are final. The deposit shall not be refunded to Buyer except in the event of a material breach of this Contract by Seller.
- Buyer expressly authorizes Seller and its affiliates to call/text with offers and reminders at the phone number(s) provided above, including through the possible use of automated technology and recorded messages.

BUYER

5/16/2022

DATE

STEELMASTER REPRESENTATIVE

5/16/2022

DATE

ACCEPTED BY SELLER THIS _____ DAY OF _____ 20 _____

BY _____
ITS AUTHORIZED SIGNATORY

15. **COSTS** - In the event Buyer fails to make any payment due hereunder or otherwise breaches this contract, Buyer shall pay Seller's reasonable collection costs, including without limitation, Seller's reasonable attorney's fees, regardless of whether judicial action is taken.

FRONT END:	SteelMaster Endwall _____	Customer-Provided Endwall <u> ^ </u>	Will Remain Open _____
REAR END:	SteelMaster Endwall _____	Customer-Provided Endwall <u> X </u>	Will Remain Open _____

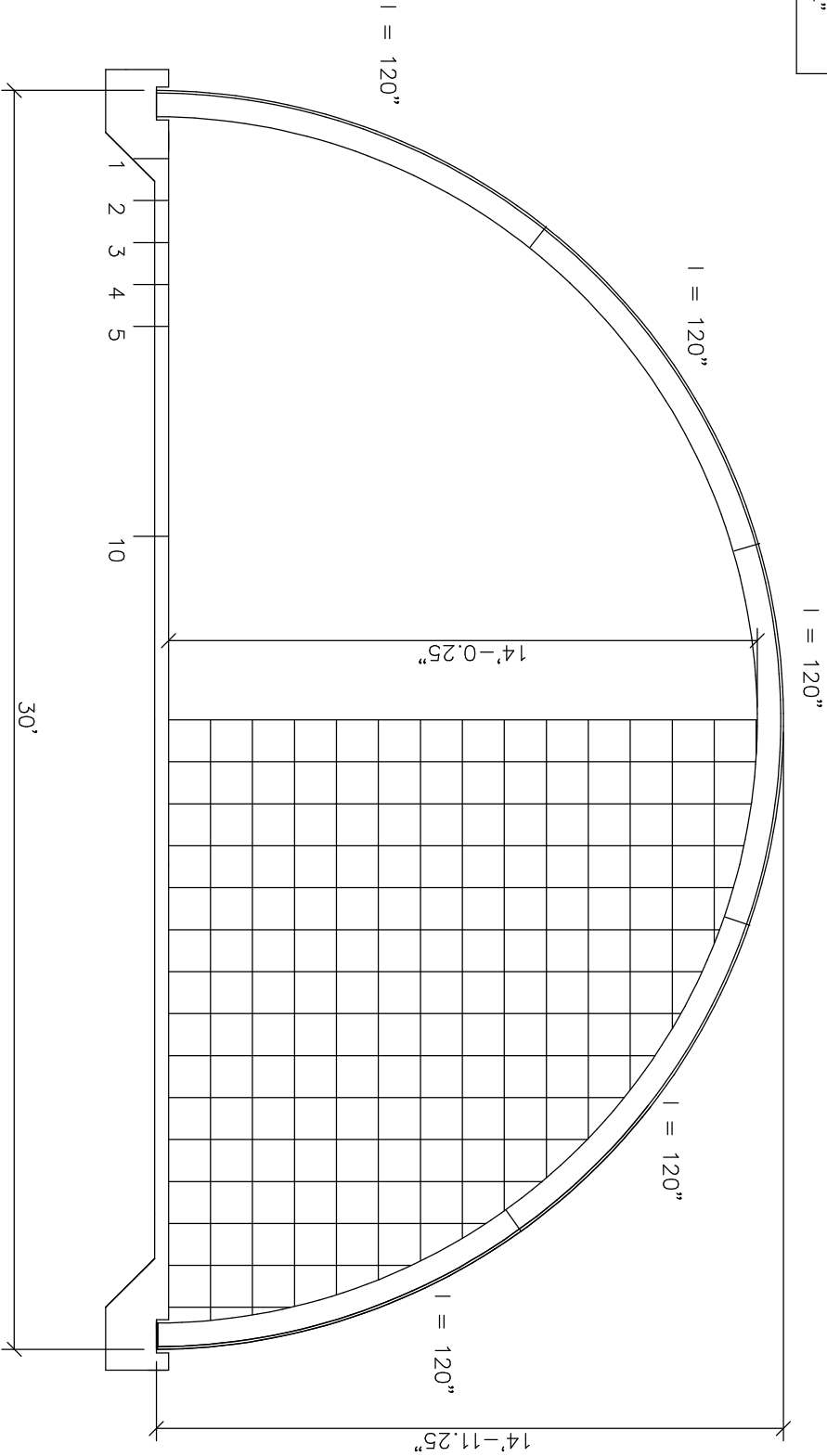
CATEGORY 4 Essential Use Occupancy. Such uses as government buildings or other essential public utility facilities, storage of highly toxic materials, emergency response vehicle garages, and other structures having critical functions.

PARTIALLY EXPOSED - Most buildings are partially exposed. Unless Fully Exposed or Sheltered.

 5/16/2022
(Buyer Initial/Date)

NOTE: THIS DRAWING IS PRELIMINARY. PLEASE REFER TO THE CERTIFIED BLUEPRINT FOR FINAL DIMENSIONS.

Horizontal Distance	Inside Clearance
1'	4'-11"
2'	6'-11.5"
3'	8'-5.5"
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x *[Signature]*

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				Building Price	\$ 15,492.00
				Freight/Drop Fee	FREE SHIPPING
				Engineered Blueprints	Included
				Warranty	Included
				Sales/Use Tax	Not Collected
Approximate Shipping Date: June 2022				Total Price	\$ 15,492.00
For domestic shipments, balance to be paid on delivery by Certified/Cashier's Check Only. CHECKS PAYABLE TO STEELMASTER BUILDINGS				Engineering Deposit	\$ 3,500.00
<i>This order is scheduled to leave our factory in June 2022. Any delay by the Buyer will be subject to a price increase.</i>				Balance	\$ 11,992.00

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 - Buyer hereby acknowledges receipt of a completed copy of this agreement and agrees to all the terms herein contained, including the terms on page two hereof.
 - Buyer is responsible for all applicable sales taxes, customs duties, and other charges for the importation of any buildings, regardless of whether such charges are set forth in this Contract.
 - Buyer may not issue instructions to delay manufacturer and/or shipment of the material.
 - Unless otherwise specified, materials will be delivered via flat bed truck. Buyer is responsible for unloading of truck and must pay driver balance due prior to unloading material.
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 - Buyer expressly authorizes Seller and its affiliates to call/text with offers and reminders at the phone number(s) provided above, including through the possible use of automated technology and recorded messages.

BY _____
ITS AUTHORIZED SIGNATORY

1. **DEPOSIT** - The Deposit shall be held by Seller as security for the completion of Buyer's duties under this contract. The deposit shall not be refunded to Buyer except in the event of a material breach by Seller of this contract. In the event of a material breach of the contract by Buyer, Seller, at Seller's option, shall have the right to (1) retain the deposit as liquidated damages or (2) retain the deposit and pursue all other rights and remedies Seller shall have, and all such rights and remedies shall be cumulative and not exclusive of any other such right or remedy available at law or equity. If your deposit or any other payment is paid via check, it may be processed electronically.
2. **PAYMENT** - Payment of the total purchase price, less the amount of the deposit, will be paid on delivery of goods to the Buyer, as required by the Seller. Notwithstanding any other provision hereof to the contrary, if, at any time, Seller in good faith determines that Buyer's credit shall have become impaired, Seller may decline to make delivery hereunder except for cash in advance. Buyer hereby grants to the Seller a security interest in the structure or structures which are the subject of this agreement to secure payment and performance of the obligations as set forth in this contract. Default in payment or performance of any of the obligations is a default under this agreement. Upon such default, Seller may declare all obligations immediately due and payable and shall have the remedies of a secured party as provided by law. Buyer will at any time hereafter execute such financing statements and other instruments and perform such acts as the seller may request to establish and maintain a valid security interest in the structure or structures.
3. **SHIPMENT** - This is not a delivery contract unless specified on page one hereof. Delivery of this order is not guaranteed to the location specified on page one but rather delivery will be as close to stated address as reasonable in the sole discretion of the freight carrier. Delivery of accessories may occur prior to or after delivery of building components. If complete order has not been received within 4 weeks after delivery of building components, Seller will, at its option, reimburse or replace undelivered items at no additional cost to Buyer. Buyer, upon being notified that the goods are ready for shipment shall receive and accept delivery of the goods within 14 days of such notification. If any goods purchased hereunder remain unclaimed by Buyer after the expiration of such 14 day period, Buyer shall pay Seller as storage charges an amount equal to 5% of total purchase price hereunder, to be billed and paid monthly. If Buyer fails to accept delivery of the goods within two months from the expiration of said 14 day period, Seller may, at its option and without notice, treat this agreement as being materially breached in which event Seller shall have all remedies provided by law for breach of contract. If Buyer picks up goods at Seller's factory or if Buyer elects to use a carrier of Buyer's own choice, Seller shall in no way be responsible for loss or damage of goods in transit.
4. **WARRANTIES** - Seller warrants that its goods are as described on page one hereof and free from any defects in material or workmanship. SELLER MAKES NO OTHER WARRANTY EXPRESS OR IMPLIED AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WHICH EXCEED THE ABOVE OBLIGATION ARE HEREBY DISCLAIMED. ANY RUST PERSTORATION WARRANTY WHICH BUYER MAY RECEIVE IS GIVEN DIRECTLY BY THE MANUFACTURER AND SELLER TO BUYER. BUILDING SIZE IS APPROXIMATE AND INTENDED TO IDENTIFY STANDARD SIZES SOLD BY THE SELLER. NO WARRANTY OR REPRESENTATION IS GIVEN BY THE SELLER AS TO EXACT DIMENSIONS OF THE BUILDING AS THIS WILL VARY DEPENDING UPON PLACEMENT OF CONCRETE BASE. IDENTIFICATION OF GAUGE IS SUBJECT TO PERMISSIBLE VARIATIONS AND INTENDED TO IDENTIFY GENERAL GAUGE DESIGNATIONS BY STEEL PRODUCERS. ENDWALLS ARE NOT RATED FOR SNOW OR WIND LOADS AND MAY REQUIRE ADDITIONAL SUPPORT PROVIDED BY BUYER IN ORDER TO MEET LOCAL REQUIREMENTS. ALL ENDWALLS ARE PRODUCED WITH 22 GAUGE MATERIALS UNLESS OTHERWISE NOTED.
5. **SELLER'S LIABILITY** - In the event of any breach of Seller's warranties and in full satisfaction of all incidental damages, Seller, at its option will either replace the defective or nonconforming goods or refund the purchase price for such defective or nonconforming goods, upon the return thereof to Seller. SELLER WILL NOT BE LIABLE FOR CONSEQUENTIAL DAMAGES AND UNDER NO CIRCUMSTANCES SHALL ITS LIABILITY EXCEED THE PURCHASE PRICE FOR DEFECTIVE OR NONCONFORMING GOODS. Is is specifically agreed that the foregoing remedies are exclusive and in substitution for all other remedies to which Buyer would otherwise be entitled. Any claim will be conclusively deemed waived unless written notice thereof is given to Seller within thirty (30) days following receipt of the goods. Seller will be given a reasonable opportunity to investigate damages, expenses and liabilities of every kind and nature arising out of the Buyer's failure to properly maintain said structure.
6. **MAINTENANCE** - Buyer shall properly maintain the building once erected to ensure that no damage is caused by the accumulation of snow or ice on the top, ends or sides of the structure, and that no damage is caused by the improper storage of grain, chemicals, fertilizers, manure, etc. Buyer has determined that the building products hereunder are suitable for local weather conditions and when erected, the building will conform to all applicable zoning ordinances and building codes. Buyer agrees to release Seller and hold Seller and Manufacturer harmless for all claims, damages, expenses, and liabilities of every kind and nature arising out of the Buyer's failure to properly maintain said structure.
7. **SOIL CONDITIONS & FOUNDATION** - It is the sole responsibility of the Buyer to assure that soil and subsoil conditions at the site location are of sufficient density to support and sustain pressures and forces exerted thereon by the foundation, the building purchased, and the type/quantity of material stored therein. The Buyer is responsible for following and complying with the specifications and instructions contained in the construction manual and blueprints supplied to Buyer. Failure to comply will invalidate design and the building may not be able to safely resist local environmental load requirements. Foundation anchor bolts are not included unless specified on page one hereof. L-brackets will be provided for keyway foundations.
8. **REPRESENTATIVE'S AUTHORITY** - Buyer understands and agrees that no agent, employee or representative of Seller has the authority to bind Seller to any affirmation, representation, or warranty concerning the goods sold hereunder or the building to be erected therefrom, which is not set forth herein, and Buyer further understands and agrees that any such affirmation of fact or representation made by any such agent, employee, or representative which is not set forth herein shall not constitute a warranty.
9. **RISK OF LOSS** - Seller shall not be responsible for loss of or damage to goods during erection or construction. In case of loss or damage, claims must be made against the erection contractor by the Buyer. Seller will assist with making claims.
10. **TRANSPORTATION COSTS** - Seller shall not be responsible for spotting, switching, demurrage or other transportation charges unless agreed in writing. If because of default of Buyer, any shipment must be diverted or returned to Seller or Manufacturer, Buyer shall pay all demurrage, transportation and other costs incurred as a result thereof.
11. **FORCE MAJEURE** - Failure of Seller to make all or any part of any shipment hereunder, if such failure is due to acts of God, war, labor difficulties, breakdown or damage to Seller's plant facilities, embargoes, shortages of raw materials or transportation equipment, compliance with any law, regulation or order of any public authority and any other cause beyond Seller's control shall not subject Seller to any liability to the Buyer.
12. **SOLE AGREEMENT** - This writing is intended by the parties as the final expression of their agreement and is intended also as a complete and exclusive statement of the terms and conditions of their agreement which will be modified or rescinded only by a writing signed by both parties or their duly authorized agents.
13. **NON-WAIVER** - Waiver by either Seller or Buyer of a breach of any provision hereof shall not be deemed a waiver of future compliance therewith and such provision shall remain in full force and effect.
14. **VENUE** - This contract shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia. Buyer agrees that any suit, action, or proceeding arising out of or relating to this contract shall be instituted exclusively in the Courts of the City of Virginia Beach, Virginia. Buyer hereby waives any objection it may have to the laying of venue in such court.
15. **COSTS** - In the event Buyer fails to make any payment due hereunder or otherwise breaches this contract, Buyer shall pay Seller's reasonable collection costs, including without limitation, Seller's reasonable attorney's fees, regardless of whether judicial action is taken.

ENDWALL CONFIGURATIONS (Select the one that applies)

FRONT END:	SteelMaster Endwall	_____	Customer-Provided Endwall	<u>X</u>	Will Remain Open	_____
REAR END:	SteelMaster Endwall	_____	Customer-Provided Endwall	<u>X</u>	Will Remain Open	_____

BUILDING USE (Select the one that applies)

X CATEGORY 1 Low Human Occupancy. Such uses as agricultural or minor storage buildings, personal workshops, garages

CATEGORY 2 Medium Human Occupancy. Such uses as homes, small businesses, and light manufacturing

CATEGORY 3 High Human Occupancy. Such uses as daycare, schools, or assembly buildings with an occupant load greater than 300.

CATEGORY 4 Essential Use Occupancy. Such uses as government buildings or other essential public utility facilities, storage of highly toxic materials, emergency response vehicle garages, and other structures having critical functions.

BUILDING SITE CONDITIONS (Select the one that applies)

SHELTERED - Building's roof located tight in among taller obstructions that are or will be located within 10 times the height difference from the roof to the top of the obstruction.

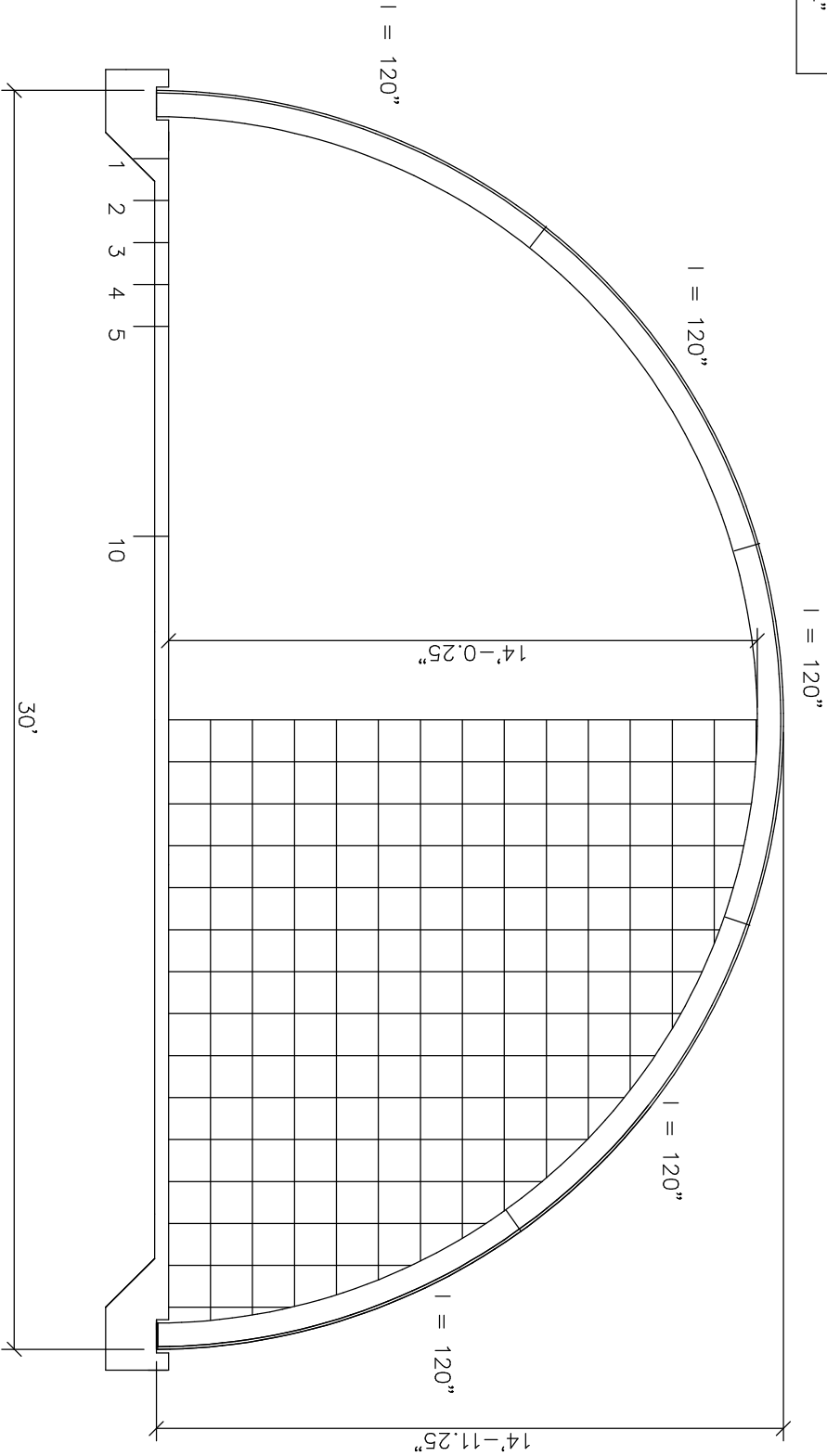
X **FULLY EXPOSED** - Building's roof exposed on all sides. Any obstruction such as taller terrain, structures and trees must be located away from the building more than 10 times the height difference from the roof to the top of the obstruction.

PARTIALLY EXPOSED - Most buildings are partially exposed. Unless Fully Exposed or Sheltered.


 5/16/2022
 (Buyer Initial/Date)

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Horizontal Distance	Inside Clearance
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x *[Signature]*



SteelMaster Buildings, LLC

1023 Laskin Rd, Ste. 109
Virginia Beach, VA 23451
757-422-6800 / 800-341-7007

Merchant : STEELMASTER BUILDINGS LLC (1399673) Date/Time : 16-May-2022 11:39:20 EDT

===== ORDER INFORMATION =====

Invoice : 20220516
Description : Building deposit
Amount : 7000.00 (USD)
Payment Method: MasterCard xxxx7867
Transaction Type: Authorization and Capture

===== Line Items =====

===== RESULTS =====

Response : This transaction has been approved.
Auth Code : 994190
Transaction ID : 43398420497
Address Verification : Street Address: Match -- First 5 Digits of Zip: Match

===== CUSTOMER BILLING INFORMATION =====

Customer ID : Cam
First Name : David W
Last Name : Zaborowski
Company :
Address : 1546 Sleight Rd
City : Newark
State/Province : NY
Zip/Postal Code : 14513
Country : USA
Phone : 315-879-9222
Fax :
E-Mail : zaboski50@gmail.com

I Agree to Pay Above Total Amount According to Card Issuer Agreement
(Merchant Agreement if Credit Voucher)

ALL SALES FINAL / NO REFUNDS X

Signature X _____